

# EXHIBIT QQQ



"Timothy J. Hogan"  
<hogant001@hawaii.rr.com>  
09/14/2005 08:14 PM

To "Damian Capozzola" <dcapozzola@kirkland.com>,  
"Timothy J. Hogan" <tjh@loio.com>  
"timothyjosephhogan"  
cc <timothyjosephhogan@hotmail.com>, "Erin Brady"  
<ebrady@kirkland.com>, "smcfarland"  
<smcfarland@pszyjw.com>  
bcc  
Subject RE: Stipulation

I have to leave to attend something at my son's school. I will say as a general comment that I won't agree to anything that takes away Mr. Berry's right to appeal in the Hawaii case. This appears to end with entry of a judgment. As you know from your own recent experience, none of these matters will ever end until cert denied. What do you suggest?

Also, what is the other court of competent jurisdiction? I don't like surprises. I would prefer a neutral choice of laws, say Federal common law if there is such a thing. It will take me too long to get up to speed on "internal Delaware law."

Tim Hogan

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**From:** Damian Capozzola [mailto:[dcapozzola@kirkland.com](mailto:dcapozzola@kirkland.com)]  
**Sent:** Wednesday, September 14, 2005 5:01 PM  
**To:** Hogan; Damian Capozzola  
**Cc:** timothyjosephhogan; hogant001; Erin Brady; smcfarland  
**Subject:** Re: Stipulation

That's fine. As long you can do so before you leave if at all possible.  
Thanks.

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----- Original Message -----  
**From:** "Timothy J. Hogan" [[tjh@loio.com](mailto:tjh@loio.com)]  
**Sent:** 09/14/2005 09:59 PM  
**To:** Damian Capozzola  
**Cc:** <timothyjosephhogan@hotmail.com>; <hogant001@hawaii.rr.com>; Erin Brady;  
<smcfarland@pszyjw.com>  
**Subject:** RE: Stipulation

Dear Mr. Capozzola:

I am not in a liberty to address the stipulation at this moment. I will attempt to take it up this evening.

Tim Hogan

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**From:** Damian Capozzola [mailto:[dcapozzola@kirkland.com](mailto:dcapozzola@kirkland.com)]  
**Sent:** Wednesday, September 14, 2005 4:42 PM  
**To:** Timothy J. Hogan  
**Cc:** [timothyjosephhogan@hotmail.com](mailto:timothyjosephhogan@hotmail.com); [hogant001@hawaii.rr.com](mailto:hogant001@hawaii.rr.com); Erin Brady; [smcfarland@pszyjw.com](mailto:smcfarland@pszyjw.com)  
**Subject:** Stipulation

Mr. Hogan,

Further to our call of a couple hours ago, please find attached a stipulation concerning the deadline for the PCT's objections to Mr. Berry's administrative claims. If this is satisfactory please sign (Ms. McFarland informs me that will be acceptable under local practice), or forward to Mr. Erhart and direct him to sign, and fax to Scotta McFarland at fax no. 302 652 4400 ASAP. If you could please try to push this forward before you leave the office tonight we would appreciate it as otherwise we will be dealing with six hours of time zone difference tomorrow. Thank you for your attention to these matters.

--Damian Capozzola

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